



**CITY OF MANCHESTER**  
**Public Works Department**  
**Purchasing Division**  
475 Valley Street, Manchester NH 03103  
(603) 624-6444

## **REQUEST for PROPOSAL**

Sealed proposals will be received at the Public Works Department 475 Valley Street, Manchester, New Hampshire, before or at **2 PM** prevailing time on the **25<sup>th</sup>** day of **March 2022** for the following items:

### **FIREWORKS** **Independence Day Celebration** **FY22 – 650 - 62**

Request for Proposals and specifications will be available at the Public Works Department, 475 Valley Street, Manchester, NH or online at:

[www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)

Questions regarding this request should be directed to: Mr. Jesse Boisvert, Purchasing Agent via email at [Purchasing@manchesternh.gov](mailto:Purchasing@manchesternh.gov) .

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E.  
Public Works Director

**GENERAL:**

1. Proposals will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Request for Proposal. **NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined words when used in this document:
  - a. The word "**City**" means City of Manchester, New Hampshire.
  - b. The word "**Proposer**" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
  - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Proposal Request and the Contract.
  - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. For the convenience of Proposers, additional Proposal Request packages are available at no cost and on demand at the City of Manchester, Public Works Department, 475 Valley Street, Manchester, NH 03103 or on the City website at: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)
4. Each proposal must give the full business address of Proposer and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of President, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "President", "Secretary", "Agent", or other title without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All proposals must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.
5. Proposals must be bound or contained in a single volume, securely sealed in an envelope/package (facsimile and emailed submissions will not be accepted) addressed and marked on the outside as follows:

**FY22-650-62, FIREWORKS**

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

***PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED.***

6. It will be the responsibility of the Proposer to see that their proposal is received by the Purchasing Division as specified.
7. Each proposal is received with the understanding that the acceptance in writing (via email) by the City of the Proposer to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the proposer and the City, which shall bind the Proposer on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted proposal; and the City on its part to order from such Contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. A contract agreement that is customarily employed by the City will be used. The contract agreement will incorporate the original RFP and all the terms and conditions of the request for proposal as well as the sealed proposal. A sample copy of the contract agreement is attached hereto.
9. Proposals may be withdrawn upon written or electronic request received from Proposers prior to the time affixed for opening. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
10. The solicitation document maintained by the Purchasing Division, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed as an exception by the proposer, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Proposer may be cause to disqualify your proposal.
11. Award will be made according to procedures outlined in the RFP, using the criteria published therein.
12. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the City website: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)

13. No oral interpretations will be made to any Proposer as to the meaning of the specifications or terms and conditions of this Request for Proposal. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made electronically to:

**Email: [Purchasing@manchesternh.gov](mailto:Purchasing@manchesternh.gov)**

**Subject: Fireworks**

All questions must be received by **Friday, March 18<sup>th</sup>, 2022**. Any questions received after that date will not be answered. The City of Manchester will post all questions and answers as an addendum on the City website:

[www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)

Any such addendums will then become part of the complete RFP.

14. It is the responsibility of the proposer to check the website prior to the submittal deadline to ensure that the proposer has a complete, up-to-date package.
15. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The proposal must be filled out completely and accurately.
16. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.
17. Prices, if requested, shall be clearly and fully stated as requested. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.
18. As the City is exempt from any taxes, all prices quoted herein are not to include taxes of any kind.
19. The products/services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted proposals on products/services other than as specified, proposer shall furnish complete data and identification with respect to the alternate products/services they propose to furnish.
20. Consideration will be given to proposals submitted on alternate products/services to the extent that such action is deemed to serve the best interests of the City. If the proposer does not indicate that the products/services he proposes to furnish is other than specified, it will be construed to mean that the Proposer will furnish the exact products/services described.

21. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
22. The Proposer must certify that no official or employee of the City or State of New Hampshire has a pecuniary interest in the proposal or in the Contract that the Proposer offers to execute or in the expected profits to arise there from, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
23. The City reserves the right to waive any informality in proposals, to reject any and all proposals wholly or in part, and to make awards in a manner deemed in the best interest of the City.
24. Payment Terms:
  - a. Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
  - b. Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
  - c. Payment can also be made by City departments via credit card or EFT payments. If either method is chosen by Contractor/Department, no additional charges will be assessed to the City.
25. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
26. Multi-term contracts shall contain provisions for cancellations by the City in the event funds are not appropriated for the continuance of the contract.
27. In the event of default by the Contractor, the City reserves the right to procure the products/services from other sources, and hold the contractor liable for any excess cost occasioned thereby.

28. The Proposer, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Proposer's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
29. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days' notice by registered mail.
30. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Public Works Director or designee.
31. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive proposals, contracts and purchases are made a part hereto.
32. The Proposer to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN  
THE CANCELLATION OF AN ORDER OR CONTRACT**

**SPECIFICATIONS:**

Please see attached.

# SPECIFICATIONS

The City of Manchester, NH, is seeking proposals to provide the Fireworks for its Independence Day Celebration.

## **I. BACKGROUND**

The City of Manchester typically has had an annual budget of \$25,000.00 to put towards an Independence Day fireworks display.

Fireworks are set up and discharged from the Bridge Street Bridge starting after 9 PM.

The 2022 display will take place on **Sunday, July 3<sup>rd</sup>** with a rain date of **Tuesday, July 5<sup>th</sup>**.

## **II. SCOPE OF WORK**

- A. Contractor and its technicians will be properly trained in accordance with all applicable state and federal laws related to the handling, transportation and firing of pyrotechnics.
- B. Contractor shall provide experienced and licensed pyro technicians for the display/show.
- C. Contractor shall provide at a minimum, seven (7) million dollars, for damages to persons or property arising from or related directly to the fireworks provided by your company. Additionally City insurance requirements are provided in appendix.
- D. The City will be responsible for obtaining all necessary permits, providing crowd control and any additional security surrounding the site of the display.
- E. The City will be responsible for any police or fire detail required for set-up, postponement, including overnight security and removal of fireworks from the display location.

## **III. CONTRACT TERMS**

- A. General: This contract will be overseen by the Parks, Recreation & Cemetery Division of the City of Manchester Public Works Department.
- B. Period: The contract period will be for two (2) years, commencing on the date of award. All prices/offers shall remain firm for the initial two (2) year period, provided that sufficient funding has been appropriated.
- C. Renewal Option: Upon mutual agreement between City and successful Contractor, as well as available City funding, the contract may be renewed for an additional two (2) year period.
- D. Cancellation of Contract: The City of Manchester reserves the right to terminate the contract entered into as a result of this RFP if the goods and services are at any time

deemed unsatisfactory. Cancellation shall not release the vendor from legal remedies available to the City.

- E. Method of Payment: Unless otherwise negotiated, payment will be made within the guidelines of the City of Manchester Ordinances.
- F. Insurance: Upon notification of award, the successful Contractor will be required to provide insurance documentation as described in RFP and Appendix.

#### **IV. SUBMITTALS**

##### **A. General:**

###### **1. RFP Response:**

- a. In order to be considered for selection, Proposers must submit one (1) complete response to this RFP. No other distribution of the proposal shall be made by the Proposer.

###### **2. Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the Proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Manchester and shall be subject to public inspection.
- e. All costs associated with developing or submitting a proposal in response to this RFP, or providing oral or written clarification of its contents, shall be borne by the proposer.

##### **B. Documents To Be Submitted:**

- 1. Signed page 12 (Proposal Schedule)
- 2. Responses to information section

## **V. INFORMATION**

- A. Provide a brief (not more than one standard typewritten page) summary of your understanding of your responsibilities should you be awarded this contract.
- B. Provide information on how long your company has been in business and your experience working with other local municipalities relative to the services you will be providing.
- C. Provide a brief summary of your experienced/licensed technicians who would be responsible for the transportation, set-up and discharging of the fireworks. Include copies of any applicable certifications/licenses.
- D. Provide information on any bonding and insurance any supply any copies where applicable.
- E. Provide information on what type of fireworks including a description of the fireworks, number of shells of each, cost of each and pictures of the particular fireworks you are proposing to provide up to the \$25,000.00 budgeted amount. Also include the anticipated interval of time between each shell and duration of the show.
- F. Provide procedures and costs related to postponement and or cancellation of show by the City.
- G. Provide your company's expectations or requirements of the City.
- H. Provide any information on monetary deposits and payments that are expected from City.
- I. Please provide copies of any contracts or paperwork you will be requiring the City to sign.
- J. Provide at least five (5) references that you have provided a display for within the last three (3) years. Include contact names, phone numbers and emails.
- K. Provide any additional information that you wish the City to consider when evaluating your proposal that has not been covered by responding to the above.

## **VI. EVALUATION CRITERIA**

- A. Evaluation of the firms responding shall be based upon the following criteria:
  - 1. Responsiveness: The degree to which the Proposer has responded to the purpose and scope of specifications, flexibility of Proposer to meet City of Manchester's needs, conformance in all material respects to this Request for Proposal, etc.
  - 2. Suitability: The suitability of the proposal to fulfill the City's requirements.
  - 3. Responsibility: The Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.
  - 4. Experience: Proposer's experience in providing the services as requested in these specifications.
  - 5. Capability and Skill: Proposer's capability, flexibility and skill to perform the services stated in these specifications.

6. References: References who are familiar with your ability to provide the requested services.
7. Qualifications: Certifications and affiliations.

**VII. AWARD:**

- A. Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City taking into consideration price, evaluation factors set forth in the request for proposal and the Procurement Code set forth in the Code of Ordinances for the City of Manchester, NH. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to the more than one Proposer.
- B. Written notification of the award decision (via email) will be sent to all proposers who submitted proposals, and will be conditional pending successful negotiation of a mutually acceptable contract and approval of the City of Manchester Public Works Director. If for any reason the City of Manchester, NH is unable to secure an acceptable contract with the selected proposers, that proposer will be disqualified. In that event, The City of Manchester, NH may then proceed to negotiate a contract with the proposer with the next highest rated proposal, or may cancel negotiations at the City's discretion.
- C. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

## PROPOSAL SCHEDULE

PROPOSAL FOR: **FIREWORKS (FY22-650-62)**

DATE & TIME: **FRIDAY, MARCH 25, 2022 AT 2 PM**

The undersigned, as Proposer, hereby declares that before preparing this proposal he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms and conditions as spelled out in this Sealed Proposal.

This form must be signed. All signatures must be original and not photocopies.

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Authorized signature & title of Proposer

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Print or type name & title of Proposer

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Company Name (Corporation/general partnership organized & existing under the laws of the State of \_\_\_\_\_)

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Address

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City, State, Zip

**Required**  
Date Proposal Made: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

*Vendors will be notified via email only. If no email is provided it will be the bidder's responsibility to check for the results on the City of Manchester's website.*

## APPENDIX

Contractor, at all times during the term of this Agreement and at Contractor's sole expense, shall maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be a \$1,000,000.00 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability to \$1,000,000.00 annual aggregate personal injury liability. The form shall designate the City of Manchester as additionally insured.
- B. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be a \$1,000,000.00 each accident, combined single limit for bodily injury and property damage
- C. Coverage for so-called "x,c,u," hazards (fireworks), that is, collapse of buildings, blasting, and damage to underground property, as referenced in RFP.
- D. Any and all deductibles on the above-described insurance policies shall be assumed by and be for the amount of, and at the sole rise of Contractor.
- E. Insurance Companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of "A" or better in the current edition of the Best's Key Rating Guide.
- F. Contractor agrees to furnish certificates of the above mentioned insurance to the City within seven (7) days from the date of an Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificate shall name the City as an additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Parks, Recreation & Cemetery, 475 Valley Street, New Hampshire 03103 at least thirty (30) days in advance of such cancellation or change.
- G. The purchase of the insurance required or the furnishing of the aforesaid certificates shall not be a satisfaction of Contractor's indemnification responsibilities to the City.
- H. The certificate shall provide that the insurance indicated therein shall not be amended or canceled and shall remain in effect during (or through) the period of activity. Failure to provide the certificates on the stipulated dates shall cause this Agreement to be automatically terminated.

## CONTRACT - SAMPLE

City of Manchester - Public Works Department  
475 Valley Street, Manchester, New Hampshire 03103

Agreement made \_\_\_\_\_, \_\_\_\_\_, between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and \_\_\_\_\_ Inc. of \_\_\_\_\_, herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. The Contractor shall provide to the City the following services:

**Independence Day Celebration Fireworks Display  
(FY22-650-62)**

Services shall be provided in accordance with the proposal made by Contractor pursuant to the solicited proposal stated above, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The City shall pay the Contractor \_\_\_\_\_ after delivery to and acceptance by the City of services herein described and on filing by Contractor and approval by the City of a verified claim for the amount due.
3. This agreement shall be binding on the assigns and successors of the parties.
4. Contractor will provide, at a minimum, Seven (7) million dollars, for damages to persons or property arising from or related directly to the fireworks provided by Contractor. Contractor will provide the City with a copy of the insurance upon signing this contract and each year thereafter.
5. Contractor will provide copies of certifications/licenses of those technicians responsible for transportation, set-up and discharging of fireworks on an annual basis during contract term.
6. Both parties agree, that in the event the City is not able to fund either the Firework display, the City will not be financially obligated to pay Contractor.
7. The contract period is for two (2) years and contract term shall take effect upon signatures of both parties.

ACKNOWLEDGED BY:  
CONTRACTOR:

CITY OF MANCHESTER:

\_\_\_\_\_  
Print Name:  
Title:

\_\_\_\_\_  
Joyce Craig  
Mayor